

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

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THE UNITED STATES OF AMERICA, for the use  
and benefit of INFRA-METALS CO.,

Plaintiff,  
-against-

CORNERSTONE CONTRACTING, INC.,  
INNOVATIVE SUPPORT SOLUTIONS, INC.,  
FEINSTEIN IRON WORKS, INC., WESTERN SURETY  
COMPANY and JOHN DOE, defendant being unknown  
to Plaintiff and having issued a Miller Act Payment Bond  
Relative to the Project at issue in the Complaint,

Defendants.

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**ANSWER TO CROSS-  
CLAIM OF FEINSTEIN  
IRON WORKS, INC.**

Case No.: 1:24-cv-06933

Defendant, Cornerstone Contracting, Inc. (“Cornerstone”), by and through its attorneys, Hinman, Howard & Kattell, LLP, as and for an answer to the cross-claim of defendant Feinstein Iron Works, Inc. (“Feinstein”), hereby states and allege as follows:

1. The statement in paragraph No. “48” of Feinstein’s cross-claim against Cornerstone provides that it repeats and realleges the prior allegations contained in paragraphs “1” through “47” of its answer, which contain its responses to the allegations of plaintiff and affirmative defenses to plaintiff’s claims, which do not require a response from Cornerstone. To the extent a response to the statement in this paragraph is deemed required, Cornerstone submits that plaintiff’s claims against it in the complaint are subject to the defenses of the Feinstein, and Cornerstone asserts the benefit of same as a defense barring or limiting plaintiff’s claim against it, Innovative Support Solutions, Inc. or Western Surety Company. To the extent any of the responses or affirmative defenses in Feinstein’s Answer claim liability or responsibility on the part of Cornerstone, they are denied.

2. The statement set forth in paragraph "49" of Feinstein's cross-claim is a demand for relief, which does not require a response. To the extent a response to the statement in this paragraph is deemed required, it is denied.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

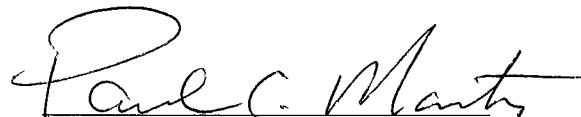
3. Defendant Feinstein fails to state a cause of action against which relief may be granted against Cornerstone.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

4. As an additional affirmative defense, Cornerstone incorporates the allegations in its cross-claims against Feinstein, set forth in its Answer to plaintiff's complaint herein.

WHEREFORE, Defendant Cornerstone Contracting, Inc. demands judgment dismissing Feinstein Iron Works, Inc.'s cross-claim against it, in its entirety, together with such other and further relief as the Court deems just and proper.

Dated: November 14, 2024



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